

VIRGINIA COUNTIES OF CLARKE, PAGE, RAPPAHANNOCK, SHENANDOAH,
AND WARREN COOPERATIVE PROCUREMENT

ISSUED: January 5, 2009

**Request for Proposals:
General Reassessment Services**

DUE DATE: February 5, 2009

I. SUMMARY: The Counties of Clarke, Page, Rappahannock, Shenandoah and Warren ("Counties" collectively) are soliciting Proposals for performing General Reassessment services for their respective Board of Supervisors. The Counties are seeking to retain a firm or firms to perform a general assessment of real property in the member jurisdictions on a "rolling" basis, over the coming several years. The purposes of the cooperative procurement of these services is to obtain for the public a uniformity of approach in like jurisdictions, to effect economies of scale, and to achieve the best possible work product at the best price. Pursuant to Sec 2.2-4304, the counties, acting collectively, seek proposals for mass appraisal services for their next reassessments by way of a cooperative procurement agreement. Uniformity of process is sought. Each locality will enter a separate contract with the successful offeror. This procurement is being conducted on a cooperative basis on behalf of the counties named herein, as provided in §2.2-4304(A) of the Code of Virginia. Other public bodies in northwestern Virginia have shown interest in being participants, but have not yet committed to this cooperative joint RFP. Nonetheless, this procurement will be extended on behalf of other, unnamed public bodies in the region as a cooperative procurement so long as they join the procurement within a reasonable period of time.

II. PROPOSAL DATA: OFFERORS must submit fifteen (15) originals to **Commissioner of the Revenue** 220 N. Commerce Ave., Suite 900 Front Royal, VA 22630 ATTN: GENERAL REASSESSMENT in writing **no later than 3:00 p.m., February 5, 2009**. All Proposals must be in writing and submitted in a sealed envelope clearly marked on the outside with your Company's name and the notation "RFP for General Reassessment Services." All Proposals will be opened at 3:05 p.m., the same day. All Proposals received after the announced time and date of receipt, by mail or otherwise, will not be accepted and will be returned unopened. Contract award will be made as soon as possible thereafter unless unforeseen complications arise. Failure to submit a proposal with the forms provided may be a cause for rejection of the proposal. The winning Offeror shall be required to enter into a Contract for services with the individual counties to include negotiated terms as well as the requirements of this RFP. Time will be of the essence in said Contract. The selected Offeror shall not be an employee or agent of any of the counties, but shall be an independent contractor.

III. NOTE TO OFFERORS: The counties reserve the right to reject any and all Proposals, or to contact any Offeror prior to award for explanation or clarification. The counties do not discriminate against any Offeror on any basis. All procurement is performed in accordance with the Virginia Public Procurement Act.

IV. FURTHER INFORMATION: For additional details concerning proposal submission specifications, requirements, or purchasing procedures, contact Warren County Commissioner of the Revenue {Regional Reassessment Proposal} ATTN: Roy Boyles P. O. Box 1775 Front Royal, VA 22630 Phone: 540-635-2651.

V. REQUISITE QUALIFICATION OF POTENTIAL CONTRACTORS: In order for a proposal to be responsive and for an Offeror to be deemed responsible, a bid must certify that the Offeror:

1. Possesses a license as a certified general real estate appraiser as defined by §54.1-2009;
2. Has been approved by the Virginia Department of Taxation to perform appraisals of the type defined in the "Purpose and Scope of Work," below;
3. Has a working familiarity with the computer systems software and data transfer protocols, used by the counties' Commissioners of Revenue.

During the term of the Contract, the Offeror shall maintain the licenses and approvals referred to above, and its failure to do so shall be grounds for the counties to terminate this Contract on 10 days written notice to Contractor unless within that period the Contractor has re-established said certifications.

Offeror will provide documentary evidence of said certifications upon request of any of the counties. Offeror will notify the counties in writing within 3 days of Offeror's receipt of notice of the revocation or suspension, or proposed revocation or suspension, of said certifications.

VI. PROJECT DESCRIPTION: The counties are soliciting Proposals for performing services in conjunction with General Reassessments in accordance with all requirements of state and federal law.

VII. PURPOSE AND SCOPE OF WORK: The purpose of this Request for Proposals is to obtain professional General Reassessment services for the counties. These services shall be used towards the preparation of a General Reassessment of all taxable real property in the counties in accordance with §58.1-3252 *et. al.* of the Code of Virginia. The successful Offeror shall reassess the value(s) of each parcel and structure in the jurisdiction as of December 31, of the year in which an individual member jurisdiction of the counties has a general reassessment, and shall prepare such data in form appropriate for inclusion in the tax records of the counties.

I. Specifications for General Reassessment

A. The appraisal firm will provide, carry out, or comply with the following:

1. Complete a uniform reassessment of all property within the Member jurisdiction, excluding public service properties and including the inventory and valuation of all non-taxable (exempt) properties and the classification of all real property in accordance with State requirements.
2. Appraisals shall be based on a thorough study of actual market sales and construction costs in the Member jurisdiction. The

appraisal firm will conduct this study prior to beginning any field appraisals. All market sales studies, property surveys, or other data used in the reassessment program shall become the property of the member jurisdiction at the completion of the reassessment.

3. The firm will develop a local manual for use during the general reassessment and provide a minimum of two copies to the applicable Commissioner of Revenue for subsequent use after the reassessment is complete. A draft manual should be prepared and provided at the beginning of the reassessment process and shall be revised and updated at least once every six (6) months, with final draft provided at completion of the work. The manual will specify, in summary form, the cost and pricing analysis determined in Item 2 above. This manual will set forth all coding and all other data needed and/or used during the implementation of the Member jurisdiction's Computer appraisal system.
4. The appraisal firm will visit each property (residential, rural, commercial, apartments, and industrial) prior to making a market value appraisal. The appraiser estimating the actual assessed value must personally view the property on site. This requirement is most important and must not be circumvented. The Member jurisdiction will provide field copies of existing property record cards. The records shall show all information in connection with the construction, age, size, condition, and depreciation of each building or structure, as well as an outline sketch of all major building improvements, pricing data, owner's name, address, legal description and map number. On New Construction, a sketch will be provided even in the event that the structure is not complete but providing that the completion is enough to be sketched. The firm will confirm and/or update all descriptive and cost data on field record cards as necessary. New property record cards will be generated as needed. If the locality requests the firm to provide a complete set of all land cards within the locality then this option will be negotiated at the time of contract.
5. All tax-exempt property will be appraised on the same basis and in the same detail as taxable property. On all Member jurisdiction-owned property, a summary of values and/or replacement costs on buildings will be provided to the office of the Member jurisdiction Administrator.
6. The appraisal firm shall prepare an appraisal of all manufactured homes assessed as personal property situated in the Member jurisdiction. The Member jurisdiction will provide all existing detailed data on manufactured home assessments, including ownership, location, tax map number (if available), description,

current assessment etc. Existing information will be confirmed and/or updated by the firm. The firm will agree to provide the Member jurisdiction with any new information if it was not previously available. New manufactured home record cards will be generated as needed.

7. A digital photograph of the major structural improvement(s) may be provided, at the option of the Member jurisdiction.
8. The appraisal firm will coordinate efforts with the Commissioner of the Revenue in appraising new construction. Every reasonable effort will be made to insure that this function is not duplicated by the firm or by the jurisdiction or omitted by both. The firm will provide a sketch of all property even if property is not 100% complete at the time of inspection as long as the property is at an amount that can be sketched. The firm shall be responsible for appraising all new construction and additions from January 1, through October 1, of the year the reassessment is taking place.
9. Only qualified personnel, subject to the approval of the Commissioner of the Revenue, Board of Supervisors, and/or Member jurisdiction Administrator's Office, will be assigned to conduct appraisals. If, for any reason during the reassessment, any member of the firm's staff is deemed to be unacceptable to the Member jurisdiction, said employee will immediately be removed from the project.
10. All actual appraisals will be conducted by a qualified appraiser. However, this does not preclude the use of research assistants or data collectors.
11. Where existing field cards show building sketches, said sketches will be verified for accuracy in the field. Where no sketches exist, the firm will take actual field measurements and enter this information in the Member jurisdiction's computer system. The appraisal firm will make every effort to collect any descriptive data not presently shown on the Member jurisdiction field cards. Additional data or corrections of existing data will also be entered on the computer system. Photographs will be provided on all property even if structure is not 100% complete.
12. When each property is visited, if no one is available to answer questions, a doorknob hanger will be left requesting any information necessary to perform the appraisal.
13. If the appraiser is refused admittance or information on any property, this will be so noted on the field cards and the property will be appraised based on the best information available.

14. To promote good public relations, the appraisal firm will provide speakers to Member jurisdiction groups requesting information on aspects of the reassessment program.
15. The appraisal firm shall meet with the local Commissioner of the Revenue and County Administrator as necessary during the conduct of the reassessment, but at least on a weekly basis. These meetings may include briefings or work sessions with members of the Board of Supervisors.
16. After completion of the appraisal work, and at a time agreed to by the firm and the Member jurisdiction, public hearings will be held up to a 30 day period, and appraisers will be available at all hearings to provide information and/or reviews of appraisals, when requested by owners. A minimum of two weeks (but not more than four weeks) of hearings, including evening sessions, will be scheduled. These hearings shall include a local Board of Assessors, should the locality appoint same.
17. The appraisal firm will assist the Board of Equalization, as needed or requested, in review of appraisals and property, as many days as mutually agreed.
18. If an assessment is appealed to the Courts, the appraisal firm will furnish a competent witness to the Member jurisdiction, without additional charge, for a period of three (3) years following the effective date of the General Reassessment.
19. The appraisal firm will carry workers' compensation and public liability insurance, designed to hold the Member jurisdiction and its officials harmless from all claims, demands, suits, or actions, recovered against them by reason of any act by any employee or equipment of the appraisal firm during the reassessment process. Certificate of coverage will be provided to the Member jurisdiction prior to the start of fieldwork. A performance bond satisfactory to Member jurisdiction for total contract price is required.
20. The appraisal firm will provide resumes to the Member jurisdiction of all professional appraisers to be assigned to work in the Member jurisdiction, as well as documentation of the firm's qualifications and prior experience. The appraisal firm shall promptly notify the County of any changes to the staffing of the project, which shall approve any such changes.
21. The appraisal firm will supply all appraisal personnel and appraisers' supplies, such as calculators, measuring devices, etc. All expenses, such as FICA, unemployment, travel, lodging, meals, etc., will be paid for by the appraisal firm. Under no circumstances

are the appraisal firm's employees to be considered as employees of the Member jurisdiction.

22. All property appraisals will be at 100 per cent fair market value, as required by the Virginia Code.
23. The appraisal firm will work with a Board of Assessors or provide a professional assessor, certified by the Department of Taxation, in accordance with the Code of Virginia, Section 58.1-3275. The professional assessor must be acceptable to the Member jurisdiction Board of Supervisors, and must be assigned to the Member jurisdiction for the duration of the reassessment project.
24. The appraisal firm will provide reassessment information that can be available via internet or disks for the public's inquiry once notices are mailed to property owners.
25. Misc. /General
 - a. Verification/Reconciliation of E-911 Addresses with each property visited; and,
 - b. Coordination with Commissioner of the Revenue's Office in appraising new construction and improvements which may be made on and to real property during the term of the Reassessment-all new construction must be assessed as part of this agreement; and,
 - c. Prepare & mail all reassessment notices to property owners; and,
 - d. Prepare and mail all notices for scenic easement properties.
 - e. Office facilities, desks, tables, chairs, telephone, filing cabinets, and computer terminals for use by field personnel and data entry staff.
 - f. Up to (number) clerical personnel on temporary assignment, if not provided by contractor.
 - g. All computer support services, forms, notices, Reassessment Book, comparative listings, etc.
 - h. Forms and mailing costs of reassessment notices.
 - i. Miscellaneous office supplies.

OPTIONS (Any or all of the counties may wish to include in scope of work)

- j. Update assessments on the basis of new building permits issued, on an annual basis (price per property sought)

B. The Member jurisdiction will provide:

1. Access to all present real estate records and tax maps, including sketches, plats, tax records, data and information in possession of

the Member jurisdiction pertaining to properties covered by these specifications. The Member jurisdiction will provide a field copy of all property record cards and tax maps.

C. Schedule of work proposed:

1. Work should begin by March 1 2009, and be completed by September 1), 2010, including hearings and completion of the Reassessment Book.

The expected cycle of general reassessments of member jurisdictions shall be as follows, but may be accelerated or put off by agreement with the appraisal firm:

Rappahannock County	Calendar Year 2010
Page County	Calendar Year 2011
Warren County	Calendar Year 2011
Shenandoah and Clarke Counties	Calendar Year 2014

D. Terms of payment proposed:

1. Quarterly invoices will be submitted to the Member jurisdiction, after work has begun, based on the number of parcels appraised.
2. Payment on the invoice shall be made by the individual county within forty-five (45) days of receipt of the invoice, less a ten percent (10%) retainage. Full payment of the retainage shall be paid within forty-five (45) days of completion of public hearings and delivery of signed real estate assessment books with final totals.

Throughout the performance of the work, a Contractor shall at all times comply with Chapter 20.1 of Title 54.1 of the Code of Virginia (Real Estate Appraisers).

VIII. SELECTION OF OFFEROR/AWARD: This Request for Proposals is issued in accordance with the Virginia Public Procurement Act §2.2-4300, et seq. of the Code of Virginia, 1950, as amended, and more particularly in accordance with the provisions for procurement of other than professional services as outlined in §2.2-4301 (3) (b) et seq. and for cooperative procurement as set forth in §2.2-4304 A. of the Code.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting qualifications, on the basis of the factors involved in the RFP. Discussions shall be conducted with such offerors in which they shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project. Non-binding estimates of price for professional services and total project costs may be discussed at this point. At the conclusion of discussions outlined above, on the basis of responses and information gathered in the selection process to this point, the

counties collectively shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the counties can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price. Should the counties determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The process of competitive negotiation being used in this case should not be confused with the different process of "competitive sealed bidding." Price is not required to be the determinative factor, although it may be considered, and the counties have the flexibility they need to negotiate with one or more firms to arrive at a mutually agreeable relationship.

IX, SELECTION CRITERIA

1. Past experience and demonstrated competence with performing General Reassessment services for local governments of similar size in the Commonwealth of Virginia.
2. Current workload and ability to complete tasks
3. Number of appraisers and support staff, as well as the type and capabilities of any equipment, which the Offeror will commit to the project to insure the capability and reliability of the Offeror to complete the work in a timely manner.
4. References as to the moral, financial, and business integrity, and reliability of the Offeror.
5. References as to demonstrated good faith past performance of other contractual obligations by the Offeror.
6. Quality and completeness of the Proposal submitted
7. Provide median assessment/sales ratio, coefficient of dispersion, median for all class codes of property and the effective date for the last three completed assessments.

X. GOVERNING REGULATIONS AND STANDARDS: The following Regulations and Guidance Documents govern this work:

Code of Virginia, 1950, as amended, Title 58.1 Taxation; Virginia Local Government Conflicts of Interest Act; Virginia Public Procurement Act

XI. SUBMITTAL REQUIREMENTS: The following are required for a complete submittal to this Request for Proposals.

1. Completion of the attached proposal form.
2. Authorized signature in the space provided.

XII. PERIOD OF SERVICES: The period of services for this work is until December 31, 2010, when the General reassessment must be completed. The work may be terminated based on the terms of the agreement between the successful Offeror and the individual counties.

XIII. OWNERSHIP OF WORK PRODUCT AND PROPRIETARY INFORMATION: Any information received by the Contractor from the individual counties in the performance of the Contract shall be deemed to be proprietary and shall be used by the Contractor only in the performance of its obligations under the Contract, shall not be otherwise disseminated, and shall be returned to the individual counties upon completion of the Contract. This includes maps, names, and addresses of property owners and/or taxpayers, E-911 information, photographs of properties, and telephone numbers. All material produced by the Contractor in the performance of its duties under the Contract, whether written or stored on any form of optical or magnetic media, shall be the property of the individual counties, shall not be disseminated to anyone other than the individual counties, and shall be given to the individual counties upon completion of the Contract, unless the Contract provides for the Contractor to maintain a copy for archival purposes.

In the event the Contract is terminated prior to completion, all materials, and information provided to the Contractor by the individual counties, or developed by the Contractor, shall be returned to the individual counties.

PROPOSAL FORM:
RFP General Reassessment Services
FOR THE COUNTIES OF CLARKE, RAPPAHANNOCK, PAGE, SHENANDOAH AND
WARREN, VIRGINIA

CERTIFICATION: I hereby certify that I have read and understand the provisions of this RFP. Further, that I can complete the work as specified within the time specified. (Offers not signed below will not be considered.)

Company _____

Name of Principal (Type or Print)

Address

Project Manager _____

Title _____

Telephone _____

REFERENCES: Offerors shall provide a minimum of three references on this form, with such attachments as are deemed appropriate.

1. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

2. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

3. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

4. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

Profile - Responders shall submit resume including past and present professional experience, references, and other relevant information, including type and condition of equipment, and number and qualification of personnel to be used and if possible most recent financial statement. Responders shall also submit copies of endorsement and coverage pages of their insurance policies, showing types and amounts of insurance coverage. Written verification of licensure as a general real estate appraiser and approval from the Virginia Department of Taxation to perform appraisals of this type shall be attached.

Attachments:

General Terms & Conditions

GENERAL TERMS AND CONDITIONS

VENDOR: The general terms and conditions, which follow, apply to all purchases and become an integral part of each formal Request for Proposals, purchase order, contract, and/or other award issued by the counties, unless otherwise specified. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications herein and included in the Request for Proposals before submitting offers; failure to do so will be at the Offeror's own risk and relief cannot be secured on the plea of ignorance. Subject to State, and local laws and all rules, regulations and limitations imposed by legislation of the federal government. Offerors responding to all advertisements and invitations issued by the purchasing office to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposals.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offerors should contact the RFP Coordinator. Revisions to the solicitation will only be made by addendum issued by the RFP Coordinator.

PROPOSAL PREPARATION & SUBMISSION: In order to be considered for selection, Offeror must submit a complete response to this Request for Proposals. Each offer must be submitted on the proposal forms provided.

The proposal shall be signed by an authorized representative of the Offeror's firm and delivered to the proper location by the time and date as specified on the cover page.

PROPRIETARY INFORMATION OR TRADE SECRETS: Offeror may invoke proprietary information or trade secret protection prior to or at submission of the data/material by: (1) Identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The counties reserve the right to ask for additional clarification prior to establishing protection.

CONTRACTUAL DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the Contractor shall have given written notice of the intention to file such claim at the time of occurrence or at the beginning of work upon which the claim is based. The individual county will provide a written response within sixty (60) days after receipt of the written claim.

ASSIGNMENT CONTRACT: A Contract shall not be the assignable by the vendor in whole or in part without the written consent of the individual county under each contract.

PROHIBITION AS SUBCONTRACTORS: No Offeror who is permitted to withdraw an offer shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn offer was submitted.

PAYMENT DATE: Contractor shall be responsible for submitting an invoice quarterly for the work performed to the attention of the Commissioner of the Revenue or the County Administrator, as designated in the individual contracts, of the applicable county. Payment will be made within forty-five (45) days of invoice and approval. The sum of all quarterly invoices shall not exceed the agreed upon Contract amount.

ANTI-DISCRIMINATION: By submitting their Proposals all Offerors certify to the Consortium that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act 1975, as amended, where applicable, and Sections 2.2-4310 and 2.2-4311 of the Virginia Public Procurement Act.

LATE PROPOSALS: PROPOSALS received after the published time and date will be returned to the Offeror UNOPENED, if the RFP number and return address is shown on the envelope.

DEFAULT: In case of failure to deliver goods or perform services in accordance with the Contract terms and conditions, the counties, after due oral or written notice, may procure them from other sources, and hold the Contractor responsible for any resulting additional costs to the individual counties. This remedy shall be in addition to any other remedies the counties may have. The Contractor will not be held responsible for delays caused or created by the counties.

AWARD: The individual counties will make the award on the basis described in Section IX of the Request for Proposals.

OFFER ACCEPTANCE PERIOD: This offer shall be binding upon the Offeror for sixty (60) days following the offer opening date. Any offer on which the Offeror shortens the acceptance period may be rejected.

TAX EXEMPTION: The counties are exempt from the State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN OFFER.** Tax Exemption Certificate will be furnished by individual counties upon request.

RIGHTS OF THE COUNTIES: The counties reserve the right to waive any informality or irregularity in any proposal received and to reject any and all proposals, and to accept a proposal which, in the opinion of the counties is in their best interest.

ANTI-TRUST: By entering into a Contract, the Offeror conveys, sells, assigns, and transfers to the individual counties all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the individual counties under said Contract.

INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the individual counties, their officials, officers, agents, and employees as to any right of action, cause of action, damages, demand, or claim of any nature, whether in tort or contract, and including claims or actions for death or injury to person or property, whether at law or in equity, arising

from or caused by: (a) the use of any materials, goods, or equipment furnished by the Contractor; or (b) the performance or rendering of any services of any kind by the Contractor.

The Offeror agrees to protect the individual counties from claims involving infringement of patent or copyrights.

ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the individual counties. By submitting their Proposals, all Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the individual counties with whom contracts are entered. The Contractor shall comply with applicable federal, state, and local laws and regulations.

OFFERORS RESPONSIBILITY: Offerors shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may hereinafter exist, or if conditions or difficulties that may be encountered in the work, as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

ADDENDA: All addenda issued by the counties during the time of offering shall become a part of the documents and specifications, shall be covered in the offer, and will be made part of the Contract.

NON-APPROPRIATION: All funds for payment of items ordered under this agreement are subject to the availability of individual counties' appropriation for this purpose. In the event of non-appropriation of funds by the individual counties for the items under this RFP's resulting Contract, the individual counties will terminate the Contract. Written notice will be provided to the vendor as soon as possible after legislative action is completed.

CERTIFICATIONS: Offeror hereby certifies its compliance with the following:

- A. State and Local Government Conflict of Interest Act.
- B. Virginia Freedom of Information Act.
- C. Virginia Fair Employment Contracting Act.
- D. Virginia Governmental Frauds Act.
- E. Virginia Public Procurement Act
- F. Federal Immigration Reform and Control Act of 1986.

G. Americans With Disabilities Act

INSURANCE:

1. The Contractor shall provide each of the counties with whom it enters a contract Commonwealth of Virginia Certificate of Insurance prior to the start of the job, and agrees to maintain such insurance until the completion of the project. The minimum limits of liability shall be as follows:

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - \$100,000.

C. General Liability - \$1,000,000 combined single limit with \$2,000,000 umbrella coverage. The individual counties are to be named as an additional insured with respect to the work/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

2. Professional Liability Coverage (errors and omissions), \$1,000,000 minimum.

The counties reserve the right to require higher limits on any Contract. The individual counties are to be named as an additional insured. A 30-day notice in writing of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

vers. 10/29/08